

Title 27

**TRIBAL ORDINANCE**  
**No. 68-1**

Pursuant to the authority vested in the Hoopa Valley Tribe by its Constitution, and particularly by Article VIII, Section I(g) thereof, and its authority to provide for health, safety, morals and welfare of the Tribe, the Tribal Council of the Hoopa Valley Tribe hereby charters a public corporation known as Hoopa Valley Housing Authority (hereinafter referred to as the Authority), and enacts this ordinance which shall constitute the charter of the Authority.

In any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts, the Authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of this ordinance. A copy of the ordinance duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action or proceeding.

**I. Declaration of Need**

It is hereby declared:

a. That there exist on the Hoopa Valley Indian Reservation unsanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of safe or sanitary dwelling accommodations available at rents or prices which persons of low and moderate income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe and overcrowded dwelling accommodations;

b. That these conditions cause an increase in and spread of disease and crime and constitute a menace to the health, safety, morals and welfare of the residents of the Reservation; that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;

c. That these slum areas cannot be cleared, nor can the shortage of safe and sanitary dwellings for persons of low and moderate income be relieved through the operation of private enterprise;

d. That the clearance, replanning and preparation for rebuilding of these areas and the providing of safe and sanitary dwelling accommodations for persons of low income are public uses and purposes for which public money may be spent and private property acquired and are governmental functions of Tribal concern;

e. That residential construction activity is an important factor to general economic activity and that the undertakings authorized by this ordinance to aid the production of better housing and more desirable neighborhood and community development at lower costs will make

possible a more stable and larger volume of residential construction activity which will assist materially in maintaining full employment;

f. A function of the Tribe is to obtain and spend money to provide decent, safe and sanitary housing and model activities and to acquire land for persons of low and moderate income;

g. The Tribe will address the shortage of decent, safe and sanitary housing for low and moderate income tribal members and the shortage of available land for future housing and community development by creating a Hoopa Valley Housing Authority (“Housing Authority”); and

h. In 1996 the United States adopted the Native American Housing Assistance and Self-Determination Act (“NAHASDA”), which authorizes federally recognized Indian tribes to administer federal grant dollars made available through HUD.

i. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

## **II. Purposes**

The Authority shall be organized and operated for the purposes of :

a. Remediating on the reservation unsafe and unsanitary housing conditions, that are injurious to the public health, safety and morals;

b. Alleviating the acute shortage of decent, safe and sanitary dwellings for families of low and moderate income;

c. Providing employment opportunities on the Reservation through the construction, reconstruction, improvement, extension, alteration or repair and operation of low – and moderate income dwellings, and model activities;

d. Increasing the availability of land for the future development of housing communities;

e. Developing infrastructure to support the development of new housing communities; and

f. Preparing and submitting 5-year and 1-year housing plans, reviewed by the Hoopa Valley Tribal Council, to the Department of Housing and Urban Development and applying for, receiving and providing assistance with NAHASDA grant funds.

## **III. Definitions**

The following terms, wherever used or referred to in this ordinance shall have the following respective meanings, unless a different meaning clearly appears from the context:

- a. “Board” means the Board of Commissioners of the Authority.
- b. “Council” means the Hoopa Valley Tribal Council.
- c. “Federal government” includes the United States of America, the Housing Assistance Administration, or any other agency or instrumentality, corporate or otherwise of the United States of America.
- d. “Slum” means any area where dwellings predominate which by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health and morals.
- e. “Housing project” or “project” means any work or undertaking:
  - (1) to demolish, clear, or remove buildings from any slum area; or
  - (2) to provide or assist in providing (by any suitable method, including but not limited to: rental; sale of individual units in single or multifamily structures under conventional condominium or cooperative sales contracts; lease-purchase agreements; loans or subsidizing of rentals or charges), decent safe and sanitary dwellings, apartments, or other living accommodations primarily for persons of low income; or
  - (3) to accomplish a combination of the forgoing. Such work may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare, or other purposes. The term “housing project” or “project” also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.
- f. “Persons of low income” means persons or families who lack the amount of income which is necessary (as determined by the Authority) to enable them, without financial assistance, to live in decent, safe, and sanitary dwellings, without overcrowding.
- g. “Persons of moderate income” means a person or family whose income does not exceed 100 percent of the median income for the area, as determined by the Secretary of the Department of Housing and Urban Development with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 100 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

h. “Bonds” means any bonds, notes, interim certificates, debentures, or other obligations issued by the Authority pursuant to this ordinance.

i. “Obligee” includes any bondholder, agent or trustee for any bondholder, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor’s interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.

#### **IV. Organization**

1. The affairs of the Authority shall be managed by a Board of Commissioners composed of five persons.

a. The Board members shall be appointed, and may be reappointed, by the Council. A certificate of the Secretary of the Council as to the appointment or reappointment of any commissioner shall conclusive evidence of the due and proper appointment of the commissioner.

b. The term of office shall be four years and staggered. When the Board is first established one member’s term shall be designed to expire in one year, another to expire in two years, a third to expire in three years, and the last two in four years. Thereafter all appointments shall be for four years, except that in the case of a prior vacancy, an appointment shall be only for the length of the unexpired term. Each member of the Board shall hold office until his successor has been appointed and has qualified.

c. The Council shall name one of the commissioners as Chairman of the Board. The Board shall elect from among its members a Vice-Chairman, a Secretary, and a Treasurer; and any member may hold two of these positions. In the absence of the Chairman, the Vice-Chairman shall preside;.

d. The Council may remove any member of the Board for cause.

e. The Commissioners shall receive compensation for their services in the form of a stipend, and shall be entitled to compensation for expenses, including traveling expenses, incurred in the discharge of their duties. All stipends and compensation for services shall be in accordance with applicable Tribal laws, policies, and resolutions.

f. Three members of the Board shall constitute a quorum for the transaction of business, notwithstanding the existence of any vacancies.

g. The Secretary shall keep complete and accurate records of all meetings and action taken by the Board, and shall keep a record of the Board proceedings in a journal. He or she shall keep a seal of the Authority in safe custody and shall have the power to affix such seal to all contracts and instruments that the Board authorizes to be executed.

h. The Treasurer shall keep full and accurate financial records, make periodic reports to the Board and submit a complete annual report, in written form, to the Council as required by

Article VII, Section 1, of this ordinance. The Treasurer shall be bonded in such amount as is prescribed by the Council or by any agreement to which the Authority is a party.

2. The Board shall have authority to exercise, by majority vote of those present and voting, any and all powers delegated to the Authority by this ordinance or any amendments thereto, except as provided in Article VI, Section 5a. for the adoption of bond resolutions.

3. Meetings of the Board shall be held at regular intervals as provided in the bylaws. Emergency meetings may be held upon 24 hours actual notice and business transacted, provided that three or more members concur in the proposed action.

## **V. Powers**

1. The Authority shall have perpetual succession in its corporate name.

2. The Authority shall have the following powers which it may exercise consistent with the purpose for which it is established:

a. To sue and, where the Board has adopted an appropriate Resolution, pursuant to Tribal law, give consent to be sued in its own name subject to the requirements of this section.

i. Sovereign Immunity of the Tribe. The Tribe expressly reserves all its inherent sovereign rights, privileges and immunities as a federally recognized Indian tribe with respect to the creation, existence and activities of the Authority, including the Tribe's sovereign immunity from suit in any court. Nothing in this Ordinance nor any action of Authority shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe, or to be a consent of the Tribe to the jurisdiction of the United States or of any State or of any tribe with regard to the business or affairs of the Authority or the Tribe, or to be a consent of the Tribe to any cause of action, case or controversy, or to the levy of any judgment, lien or attachment upon any property of the Tribe, or a consent to suit in respect of any land within the exterior boundaries of the Reservation, or a consent to the alienation, attachment or encumbrance of any such land.

ii. Sovereign Immunity of the Authority. The Authority is clothed by federal and tribal law with all of the privileges and immunities of the Tribe, including sovereign immunity from suit in any state, federal or tribal court, except as may be specifically limited by the Authority in writing by a resolution of the Board. Nothing in this Ordinance shall be deemed or construed to be a waiver of the sovereign immunity of the Authority from suit, which may only be waived pursuant to **Section 3** below, or to be a consent of the Authority or the Tribal Council to the jurisdiction of the United States or of any State or of any tribe, with regard to the business or affairs of the Authority or to any cause of action, case or controversy arising from such business or affairs.

- iii. Limited Waivers of Sovereign Immunity. The sovereign immunity of the Authority may be waived only by affirmative and express written resolution of the Board. All waivers of sovereign immunity shall be preserved in writing.
  - iv. Waivers of sovereign immunity are disfavored and may be granted only when necessary to secure a substantial advantage or benefit to the Authority. Waivers of sovereign immunity shall not be general but shall be specific and shall be limited as to duration, grantee, transaction, property, funds, if any, of the Authority subject thereto, court having jurisdiction pursuant thereto, and the law applicable thereto.
  - v. Neither the power to sue and be sued provided this Ordinance, nor any express waiver of sovereign immunity by resolution of the Board shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Authority other than property specifically pledged or assigned, or upon any property of the Tribe, or a consent to suit in respect of any land within the exterior boundaries of the Reservation or a consent to the alienation, attachment or encumbrance of any such land.
  - vi. Credit of the Tribe. Nothing in this Charter, nor any activity of the Authority, shall implicate or in any way involve the credit of the Tribe.
- b. To adopt and use a corporate seal.
  - c. To enter into agreements, contracts, and understandings with any governmental agency, Federal, state or local (including the Council) or with any person, partnership, corporation or Indian tribe; and to agree to any condition attached to financial assistance. Notwithstanding anything to the contrary contained in this ordinance or in any provision of law, to agree to any conditions attached to financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards, in the development or administration of projects, and to include in any contract let in connection with a project, stipulations requiring that the contractor and any subcontractor comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any conditions which may have attached to financial aid of the project.
  - d. To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same.
  - e. To borrow money, to issue temporary or long term evidence of indebtedness; and to repay the same. Corporate bonds shall be issued and repaid in accordance with the provision of Section VI of this ordinance.
  - f. To pledge the assets and receipts of the Authority as security for debts; and to acquire, sell, lease exchange, transfer or assign personal property or interests therein.

g. To purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law.

h. To undertake and carry out studies and analyses of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any project or any part thereof.

i. To lease, rent, sell, or lease with option to purchase any dwellings, accommodations, lands, buildings or facilities embraced within any project; to establish and revise rents or required monthly payments; and to make rule and regulations concerning the occupancy, rental, purchase, care and management of its low and moderate income housing units. Such rules and regulations may establish priorities for the admission of tenants, and provide for the eviction of tenants for failure to pay rent, for failure to comply with rules and regulations, or for failure to maintain the premises in satisfactory condition; and to make all rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this ordinance.

j. To insure that housing programs shall be made available to families of low and moderate income by establishing income limits for admission and occupancy. The Board may take into consideration family size, composition, age, physical handicaps or other factors which might affect the financial ability of the family to pay rental and shall consider as well such economic factors as may affect the financial stability and solvency of the project.

k. To purchase insurance in any stock or mutual company for any risk, hazard, property, including the management of such property, that is within the administration and operations of the Authority.

l. To invest such funds as are not required for immediate disbursement in federally guaranteed security accounts.

m. To establish and maintain accounts in federally insured institutions as may be necessary or convenient.

n. To employ an executive director, technical and maintenance personnel, and such other officers and employees, permanent or temporary, as it may require; and to delegate to such officers and employees such powers or duties as the Board shall deem proper.

o. To employ architects, planners, attorneys, accountants, experts in housing construction, management and finance, and any other advisors and consultants and agents necessary for the performance of its functions and to fix their compensation in accordance with applicable Tribal law.

p. To appear on its behalf before boards, commissions, departments, or other agencies of local, state, or federal government.

q. To produce, update, and disseminate to members of the community Authority publications informing them of the various housing programs administered by federal, state, and local governments and by the Authority and to assist the members of the Tribe in qualifying and applying for said programs.

r. To sell real and personal property acquired by the Authority in a foreclosure by deed in lieu of foreclosure, or under power of sale on a deed of trust, lien, or by exercise of any other security interest on real or personal property securing repayment of any loan or performance under a grant or loan made by the Authority. Real property so acquired shall be sold for market value and sale proceeds placed in the fund from which the secured loan or grant was made.

s. To finance purchase of a home by an eligible home-buyer or tribal member.

t. Subject to the approval of the Board, to invest funds under the control and administration of the Authority consistent with applicable law and the “prudent investor rule” established by 24 C.F. R. § 1000.58 and in a manner that will provide the maximum safety and liquidity with the highest investment return while meeting the Authority’s cash flow demands. For such purpose the Authority may, by resolution, prescribe and authorize any other public housing or other agency or agencies, so joining or cooperating with the Authority to act on the Authority’s behalf with respect to any or all powers, as the Authority’s agency or otherwise in the name of the Authority or in the name of such agency or agencies.

u. To finance or assist the purchase of a home by an eligible homebuyer in accordance with federal regulations and requirements.

v. To terminate any lease, rental agreement, mortgage or lease purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer, or to foreclose upon such property under the appropriate Tribal laws.

w. To prepare and submit 5-year and 1-year housing plans reviewed by the Tribe to HUD and apply for, receive and provide assistance with NAHASDA grant funds.

x. It is the purpose and intent of this ordinance to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the Authority.

y. To take such further actions as are commonly engaged in by corporate bodies of this character as the Board may deem necessary and desirable to effectuate the purpose of the Authority.

z. To adopt such bylaws as the Board deems necessary and appropriate.



aa. To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a state or another tribe in the exercise; wither jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing (including but not limited to the issuance of bond, notes or other obligations and giving security therefore), planning, undertaking, owning, constructing, operating, or contracting with respect to a housing project or projects of the Authority or such other public housing agency or agencies.

For such purpose, the Authority may by resolution prescribe and authorize any other public housing agency or agencies, so joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers, as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies.

bb. Notwithstanding any other provision of this ordinance, the Authority shall not carry on any activities not permitted to be carried on: (i) by an organization exempt from federal income tax under Section 501(c)(3) or (4)(a) of the Internal Revenue Code or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or the Tribal Governmental Tax Status Act (Title II of Pub. L. 97-473, as amended by Pub. L. 21, 26 U.S.C. §§7871 et. seq.).

3. No ordinance or other enactment of the Tribe with respect to the acquisition, operation, or disposition of Tribal property shall be applicable to the Authority in its operations pursuant to this ordinance unless the Council shall specifically so state.

## **VI. Bonds**

1. The Authority may issue bonds from time to time in its discretion for any of its corporate purposes and may also issue refunding bonds for the purpose of paying or retiring bonds previously issued by it. The Authority may issue such types of bonds as it may determine, including bonds on which the principal and interest are payable: (a) exclusively from the income and revenues of the project financed with the proceeds of such bonds, or with such income and revenues together with a grant from the Federal government in aid of such project; (b) exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such bonds; or (c) from its revenues generally. Any of such bonds may be additionally secured by a pledge of any revenues of any project, projects or other property of the Authority.

2. Neither the commissioner of the Authority nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof, unless such obligations are made in violation of any law or policy.

3. The bonds and other obligations of the Authority shall not be a debt of the Tribe and the bonds and obligations shall so state on their face.

4. Bonds of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes. The tax exemption provisions of this ordinance shall be

considered part of the security for the repayment of bonds and shall constitute, by virtue of this ordinance and without necessity of being restated in the bonds, a contract between (a) the Authority and the Tribe, and (b) bondholders and each of them, including all transferees of the bonds from time to time.

5. Bonds shall be issued and sold in the following manner:

a. Bonds of the Authority shall be authorized by a resolution adopted by the vote of an absolute majority of the Board and may be issued in one or more series.

b. The bonds shall bear such dates, mature at such times, bear interest at such rates, be in denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment, at such places and be subject to such terms of redemption, with or without premium, as such resolution may provide.

c. The bonds may be sold at public or private sale at not less than par.

d. In case any of the commissioners of the Authority whose signatures appear on any bonds or coupons cease to be commissioners before the delivery of such bonds, the signature shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners had remained in office until delivery.

6. Bonds of the Authority shall be fully negotiable. In any suit, action or proceedings involving the validity or enforcement of any bond of the Authority or the security therefore, any such bonds reciting in substance that it has been issued by the Authority pursuant to this ordinance shall be conclusively deemed to have been issued for such purpose and the project for which such bond was issued shall be conclusively deemed to have been planned, located and carried out in accordance with the purpose and provision of this ordinance.

7. In connection with the issuance of bonds or incurring of obligations under leases and in order to secure the payment of such bonds or obligations, the Authority, subject to the limitations in this ordinance, may:

a. Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence.

b. Provide for the powers and duties of obliges and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenant or rights securing or relating to the bonds.

c. Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.

- d. Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.
- e. Covenant as to what other or additional debts or obligations may be incurred by it.
- f. Covenant as to the bonds to be issued and as to the issuance of such bonds in escrow or otherwise, and as the use and disposition of the proceeds thereof.
- g. Provide for the replacement of lost, destroyed or mutilated bonds.
- h. Covenant against extending the time for the payment of its bonds or interest thereon.
- i. Redeem the bonds and covenant for their redemption and provide the terms and conditions thereof.
- j. Covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.
- k. Create or authorize the creation of special funds for moneys held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the moneys held in such funds.
- l. Prescribe the procedure, if any, by which the terms of any contract with bondholders may be amended or abrogated, the proportion of outstanding bonds the holders of which must consent thereto, and the manner in which such consent may be given.
- m. Covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance moneys.
- n. Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.
- o. Covenant and prescribe as to events of default and terms and conditions upon which any or all of its bonds or obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declarations and its consequences may be waived.
- p. Vest in any obligees or any proportion of them the right to enforce the payment of the bonds or any covenants securing or relating to the bonds.
- q. Exercise all or any part or combination of the powers granted in this section.
- r. Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.

s. Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its bonds, or, in the absolute discretion of the Authority tending to make the bonds more marketable although the covenant acts or things are not enumerated in this section.

## **VII. Miscellaneous**

1. The Authority shall submit a detailed annual report, signed by the Chairman of the Board, to the Council showing (a) the names of occupants of all the housing units, (b) the number of vacancies, if any, (c) the status of construction, maintenance and repair of all housing units, and (d) such other information as the Authority or the Council shall deem pertinent.

2. No person who participates in the decision making process or who gains inside information with regard to housing activities may obtain a personal or financial interest or benefit from such activities, except to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. This Section does not apply to a person who is low income and is selected for assistance in accordance with the Authority's written policies for eligibility, admission and occupancy of families for housing assistance. The Housing Authority shall make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. The Housing Authority shall provide the Southwest Office of Native American Programs with a copy of the disclosure before the assistance is provided to the person. In the procurement of supplies, equipment, other property, construction and services by recipients and subrecipients, the conflict of interest provisions of 24 CFR 85.36 shall apply. Any violation of the provisions of this Section shall constitute misconduct in office.

3. All projects of the Authority shall be subject to the planning, zoning, sanitary and building regulations applicable to the locality in which the planned project is situated. Each project developed or operated under federal financial assistance shall be developed and operated in compliance with all requirements of applicable federal legislation, and with all regulations and requirements prescribed from time to time by the federal government in connection with such assistance

4. The Authority shall not construct or operate any project for profit.

5. The property of the Authority is declared to be public property used for essential public and governmental purposes and such property and the Authority are exempt from all taxes and special assessments of the Tribe.

6. All property including funds acquired or held by the Authority pursuant to this ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property; however, the provisions of this section shall not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by the

Authority on its rents, fees or revenues or the right of the Federal Government to pursue any remedies conferred upon it pursuant to the provisions of this ordinance.

7. The Housing Authority shall obtain or provide for obtaining adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

### **VIII. Cooperation in Connection with Projects**

1. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Hoopa Valley Tribe agrees that:

(a) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project.

(b) It will furnish or cause to be furnished to the Authority and the tenants of projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants on the Reservation.

(c) Insofar as it may lawfully do so, it will grant such deviations from any present or future building code of the Tribe as are reasonable and necessary to promote economy and efficiency in the development and administration of any project, and at the same time safeguard health and safety, and make such changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development and protection of such project and the surrounding territory.

(d) It will do any and all things, within its lawful powers necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects.

(e) It will join in any disposition of project property or interest therein by the Authority and make assignments or other appropriate disposition of the underlying land as permitted by law, where such action is required in order to grant the maximum interest therein permitted by law.

(f) This section will not be abrogated, changed, or modified without the consent of the Public Housing Administration.

2. The Tribe declares its intentions to use its lawful powers, to the extent feasible, to eliminate unsafe or unsanitary dwellings units on the Reservation, as additional dwellings are provided by projects of the Authority

3. The Tribal Council hereby declares that the powers of the Tribe shall be relied upon to enforce eviction of a tenant or homebuyer for nonpayment or other contract violation including action through the appropriate courts. The appropriate tribal court shall have jurisdiction to hear and determine an action for foreclosure on a property and eviction of a tenant or homebuyer

4. The provisions of paragraph 1 of this section shall remain in effect with respect to any project so long as the project is either (i) owned by a public body or governmental agency and is used for low-rent housing purposes, (ii) any contract between the Authority and the Public Housing Administration for loans or annual contributions, or both, in connection with such project remains in force and affect, or (iii) any bonds issued in connection with such project or any monies due to the Public Housing Administration in connection with such project remain unpaid, whichever period is the longest. If at any time title to, or possession of, any project is held by any public body or governmental agency authorized bylaw to engage in the development or administration of low-rent housing or slum clearance projects, including the Federal Government, the provisions of this section shall inure to the benefit of and be enforced by such public body or government agency.

#### **IX. Severability.**

If any part of provision of this Ordinance is held invalid, the remainder of the Ordinance shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Ordinance are severable.

### **C E R T I F I C A T I O N**

I, the undersigned, as Chairman of the Hoopa Valley Tribal Council, do hereby certify that this is the complete text of Title 27, Tribal Ordinance No. 68-1 of the Hoopa Valley Tribe located on the Hoopa Valley Indian Reservation, as adopted by the Tribal Membership on April 16, 1968 and amended by referendum vote on June.15, 2004. The Hoopa Valley Tribe held an election on the 15<sup>th</sup> day of June, 2004; and that these Amendments to Title 27, Tribal Ordinance No. 68-1 were adopted by a majority vote of those voting in the election; and that at least thirty percent (30%) of the registered voters voted in said election and that said Ordinance has not been since rescinded or amended in any way.

Dated this 15th day of June, 2004.

---

Clifford L. Marshall, Chairman  
Hoopa Valley Tribal Council

ATTEST: \_\_\_\_\_  
Darcy A. Miller, Executive Secretary  
Hoopa Valley Tribal Council